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November 9, 2021

Via ECF and email

Hon. Eric Komitee
Eastern District of New York
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

RE: *U.S. v. Aleksandr Zhukov*, 18 Cr. 633

Dear Judge Komitee:

This office represents Aleksandr Zhukov in the above-captioned matter. We write in response to the Government's letter dated November 9, 2021, in further support of its request of a forfeiture order in the amount of \$4,858,602.89. The defense relies on its earlier letter with respect to our arguments that only money paid by Plexious to Mr. Zhukov should be subject to forfeiture. However, we feel compelled to respond to the government's unfounded insistence that Must Trade was controlled by Mr. Zhukov, and therefore money paid by Plexious and Vertamedia to Must Trade—a total of \$1,035,970.52—is subject to forfeiture. This argument is belied by the record.

1. The money paid by Plexious to Must Trade was paid more than a year after Mr. Zhukov ended his relationship with Mr. Denisoff.

The government ignores the fact that its assertion that Must Trade is controlled by Mr. Zhukov is inconsistent with the testimony of their cooperation witness, Sergei Denisoff. Mr. Denisoff was clear that his relationship with Mr. Zhukov ended in 2015, which is supported by the record of the chats between them. The chats ended in September 2015.

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Tr. 1234:14-20; GX 650T. As discussed in the defense letter, over the course of 2015, Mr. Denisoff appears to have paid Mr. Zhukov only \$11,766.68.¹

The government offers no explanation why Mr. Denisoff would have then paid Mr. Zhukov \$361,112.53 in December 2016, but that appears to be what the government is arguing by asking Mr. Zhukov to forfeit money paid to Must Trade by Mr. Denisoff a year after Mr. Denisoff said his relationship with Mr. Zhukov had ended. Either the government is claiming Mr. Denisoff perjured himself when he testified that his relationship with Mr. Zhukov ended in 2015, or they are demanding forfeiture of money that was never paid to Mr. Zhukov, but was instead paid by Mr. Denisoff to someone unrelated to Mr. Zhukov via Must Trade a year after Mr. Zhukov and Mr. Denisoff ended their business relationship.

2. The account information for Must Trade LTD is consistent with it being an entity like Ksandria that is controlled by Capitalist.net.

Not only do the Plexious bank records show that Mr. Zhukov did not control Must Trade, so too do the Must Trade records themselves. Between April 2016 and March 2017, Must Trade received over \$20 million in income. GX 302A at 13. There is absolutely no indication anywhere in the record that Mr. Zhukov was bringing in money on that scale, \$20 million in less than a year. Nor in its thorough review of every device owned by Mr. Zhukov did the government find any indication that he owned the Must Trade account. There is no indication that Mr. Zhukov was in business with the vast majority of companies that paid money into the Must Trade account in the relevant time period.

In addition, the link between Must Trade and Ksandria is corroborated by the records of both accounts, which show money exchanged between the two accounts. GX 302A at 11, 14. Furthermore, there are numerous companies paying both Ksandria and Must Trade that are wholly unconnected to Mr. Zhukov, again supporting our contention that both of these companies are part of Capitalist.net. For example, the following companies paid the following amounts into the respective companies, none of which are connected to Mr. Zhukov:

¹ The government was silent in its response to the defense letter about the corrections the defense made in its calculations regarding money paid by Plexious.

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	<i>Ksandria</i>	<i>Must Trade</i>
<i>Kontur</i>	\$1,375,000 GX 345A at 2	\$1,579,000.00 GX 302A at 11
<i>Nerlin LTD</i>	\$1,646,000.00 GX 345A at 2	\$631,471.32 GX 302A at 11
<i>NewFXAge</i>	\$653,250.00 GX 345A at 2	\$430,000.00 GX 302A at 11

The Must Trade bank records prove that Mr. Zhukov was not responsible for the vast majority of money flowing into and out of the account, and thus the government should be required to separately prove that money paid to Must Trade by Vertamedia or Plexious was for the benefit of Mr. Zhukov.

3. The chats relied on by the government are not probative.

The government relies on two chat communications to support its assertion that Mr. Zhukov controlled Must Trade. The first is when Mr. Zhukov told Mr. Hulen, in response to a request for explanation about the different companies, that Must Trade was of “one concern” with Mintek and Mediamethane. This does not prove that Mr. Zhukov owned Must Trade. Rather, it shows that Mr. Zhukov had a website (Mediamethane), a company he controlled (Mintek), and a company through which he received payment (Must Trade).

The second chat the government cites to in its response, a chat between Mr. Zhukov and Victor Bezer of Vertamedia, is actually further proof that Capitalist.net controls Must Trade. In the chat, Victor Bezer says that “267 and 350 went to Capitalist.” GX 1610TE at 5. He then clarifies that this number is “\$343,064.68, \$267,014.62; more precisely.” *Id.* Mr. Zhukov then asked what wires were sent, and Bezer listed several accounts including “343,064.68 MUST TRADE LTD paid.” In other words, the *exact amount* paid by Bezer to Capitalist went to Must Trade LTD according to this chat. The evidence the government proffered to show Must Trade and Capitalist are separate entities actually proves the exact opposite. Other portions of this cited chat also show that Capitalist controls multiple bank accounts, not just just Ksandria: as Mr. Zhukov told Mr. Bezer, “Capitalist has more unused banking details,” indicating that Zhukov could receive money into other Capitalist bank accounts, all of which are shared among Capitalist’s clients. GX 1610TE at 3.

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4. The government's new letter proffers evidence that only, at most, \$3,827,493.72 was paid to Mr. Zhukov.

As described in the defense letter dated November 8, 2021, the defense does not believe *any* money sent by Vertamedia to Mr. Zhukov is forfeitable. However, if the Court were to determine that money from Vertamedia paid to Mr. Zhukov were forfeitable, then the government must prove that money sent to Ksandria and Must Trade from Vertamedia was meant for Mr. Zhukov.

As conceded in the defense letter dated November 8, 2021, the government has done so as to the two payments made by Vertamedia to Ksandria. They have now proffered evidence that \$343,064.68 of the money paid to Must Trade by Vertamedia was meant for Mr. Zhukov.

With its newest submission, the government has now proffered evidence that the following amounts were paid by various companies to Mr. Zhukov, totaling \$3,827,493.72:

- Total From Plexious: \$11,766.68
 - \$11,583.11 to Integra Games
 - \$183.57 to Mayzus
- Total From AdKarma: \$74,352.02
 - \$74,352.02 to Must Trade
- Total From Vertamedia: \$3,741,375.02
 - \$343,064.68 to Must Trade
 - \$621,551.79 to Integra Games
 - \$929,379.76 to Mintek Group
 - \$1,183,298.79 to Mr. Zhukov
 - \$175,350 to Ksandria Group
 - \$188,730 to Ksandria Group

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- o \$300,000 to Webzilla

The government has not provided sufficient proof to connect the additional \$674,857.99 sent by Vertamedia to Must Trade nor the \$361,112.53 sent from Plexious to Mr. Zhukov. In addition, as discussed in the prior letter, only the \$11,766.68 paid by Plexious should be forfeited.

Thank you for your attention to this case.

Very truly yours,

Zachary Margulis-Ohnuma

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Tess Cohen

Tess Cohen

CC: Saritha Komatireddy (via ECF and email)

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